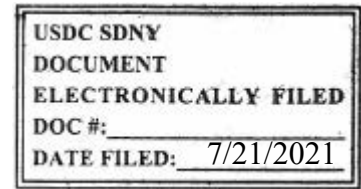


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



Harleysville Worcester Insurance Company, *et al.*,

Plaintiffs,

—v—

Consigli & Associates, LLC, *et al.*,

Defendants.

21-cv-934 (AJN)

ORDER

ALISON J. NATHAN, District Judge:

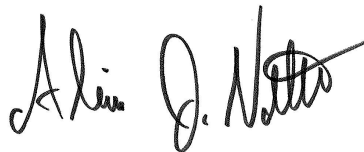
On July 20, 2021, Third-Party Defendant National Union Fire Insurance Company of Pittsburgh, PA filed a motion to dismiss Third-Party Plaintiff 99 Wall Development Inc.’s third-party complaint. Dkt. No. 68. Pursuant to Rule 3.F. of this Court’s Individual Practices in Civil Cases, on or before July 30, 2021, the 99 Wall must notify the Court and its adversary in writing whether (1) it intends to file an amended pleading and when it will do so or (2) it will rely on the pleading being attacked. 99 Wall is on notice that declining to amend its pleadings to timely respond to a fully briefed argument in National Union’s motion to dismiss may well constitute a waiver of its right to use the amendment process to cure any defects that have been made apparent by National Union’s briefing. *See Loreley Fin. (Jersey) No. 3 Ltd. v. Wells Fargo Sec., LLC*, 797 F.3d 160, 190 (2d Cir. 2015) (leaving “unaltered the grounds on which denial of leave to amend has long been held proper, such as undue delay, bad faith, dilatory motive, and futility”).

If 99 Wall chooses to amend, National Union may then (a) file an answer; (b) file a new motion to dismiss; or (c) submit a letter stating that it intends to rely on the initially-filed motion to dismiss.

Nothing in this Order alters the time to amend, answer or move provided by the Federal Rules of Civil Procedure or Local Rules.

SO ORDERED.

Dated: July 21, 2021
New York, New York

A handwritten signature in black ink, appearing to read "Alison J. Nathan", written over a horizontal line.

ALISON J. NATHAN
United States District Judge